

7/09/09 4:27:53  
DK W BK 611 PG 707  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

This instrument prepared by and return to:  
Baskin McCarroll McCaskill Aldridge & Campbell

P.O. Box 190

Southaven, MS 38671

(Phone #) 662-349-0664

(Bar #) File No.: 909049

### SPECIAL WARRANTY DEED

#### FIRST TENNESSEE BANK NATIONAL ASSOCIATION

"GRANTOR"

having a principal office address of 165 Madison Ave., Memphis, TN 38103, 901.543-5906

TO

#### CITY OF HORN LAKE, MISSISSIPPI

"GRANTEE"

having a principal office address of 3101 Goodman Road, Horn Lake, MS 38637, 662-393-6200

THIS INDENTURE, made and entered effective as of the 3<sup>rd</sup> day of July, 2009, by and between First Tennessee Bank National Association, a national banking association ("Grantor") and City of Horn Lake, Mississippi ("Grantee");

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey and specially warrant unto Grantee the following described real estate, situated and being in the County of DeSoto, State of Mississippi, to-wit:

DeSoto Commons, P.U.D., Phase 2, Lot 1, Parcel A-10, located in Section 35 and 36, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 82, Page 8, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

BEING the same property conveyed to the Grantor herein by Substitute Trustee's Deed of record at Deed Book 524, Page 163 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

By acceptance of this Special Warranty Deed, the parties agree that this conveyance is made subject to zoning, building, subdivision, health department, Historic Preservation Commission and other laws, ordinances and regulations in effect in DeSoto County, Mississippi and rights of way and easements for public roads, flowage, utilities and any mineral or mineral rights, including oil and gas, leased, granted or retained by current or prior owners, as well as any other restriction, reservation, encumbrance or item which an accurate title search would reveal or which a survey or inspection of the property would reveal. Property taxes shall be estimated and prorated at closing and paid by the Grantee when due. The parties further agree that the property is conveyed AS-IS, WHERE-IS, WITH ALL FAULTS.

WITNESS the signature of the Grantor the day and year first above written.

**FIRST TENNESSEE BANK NATIONAL ASSOCIATION**  
a national banking association

By: *David J. Dawson*  
Name: David J. Dawson  
Title: Executive Vice President

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, *Deborah C. Jones*, Notary Public of the state and county aforesaid, personally appeared David J. Dawson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Executive Vice President of First Tennessee Bank National Association, the within named bargainer, a national banking association, and that he as such Executive Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of the national banking association by himself as Executive Vice President.

WITNESS MY HAND, at office, this 3<sup>rd</sup> day of July, 2009.

*Deborah C. Jones*  
Notary Public

My Commission Expires:

*March 20, 2013*

